

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 6879/0143		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC, As Agent		10/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pugh Lubricants LLC		
Street Address:	701 McDowell Road		
City:	Asheboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27205		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88757267	CADENCE	
Serial Number:	88757272	CADENCE	
Serial Number:	88402549	CADENCE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	444 West Lake Street, Suite 4000		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	103789-0047		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	10/02/2020		
Total Attachments: 3			

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 1, 2020, by NXT CAPITAL, LLC, as Agent (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Pugh Lubricants, LLC, a Delaware limited liability company (“Grantor”) and Secured Party were parties to that certain Trademark Security Agreement, dated as of March 2, 2020 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Collateral Agreement referred to in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 2, 2020 at Reel 6879, Frame 0143; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its authorized officer as of the date of this Release.

NXT CAPITAL, LLC,
as Secured Party

By: 
Name: Dan Green
Title: Managing Director

Trademark Release and Reassignment

TRADEMARK
REEL: 007068 FRAME: 0646

SCHEDULE 1

Trademark Collateral

Trademark Registrations

None.

Trademark Applications

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Application Date</u>
CADENCE	88757267	1/13/20
CADENCE	88757272	1/13/20
CADENCE	88402549	4/25/19